

HIGH COURT OF MADHYA PRADESH: JABALPUR

NOTICE INVITING SHORT TENDER

Sealed tenders are invited for the purchase of EPABX System along with telephone instruments as per the specifications, terms and conditions mentioned in the bid document. The sealed tender complete in all respect addressed to “**Registrar General, High Court of Madhya Pradesh, Jabalpur**” must be submitted latest **15th February, 2018 before 3:00 P.M.** The tender shall be opened on same day at **3:30 P.M.** The detailed tender document is available in the official website of the High Court of Madhya Pradesh www.mphc.gov.in and Government tender portal www.tenders.gov.in.

Sd/-

REGISTRAR GENERAL

TENDER DOCUMENT FOR THE PURCHASE OF EPABX SYSTEM

No: Reg(IT)(SA)/2018/195

Date: 30-01-2018

INVITATION OF THE BID

SCOPE OF THE WORK:

The Registrar General, On behalf of High Court of Madhya Pradesh, Jabalpur invites sealed bids for the purchase of EPABX System as per the specifications at **Chapter-4** from the reputed manufactures (OEM) or their authorized dealers or service providers.

DETAILS OF THE BID:

- i) Last date and time of receipt of bid : **15th February, 2018**
Latest by 3:00 P.M.
- ii) Date and time of opening of bid : **15th February, 2018**
at 3:30 P.M.
- iii) Place of submitting the bids : ***"Inward /
Receipt Section",
High Court of M.P.,
Jabalpur (M.P.)***

Address for communication:

The Registrar General,
High Court of Madhya Pradesh, Jabalpur (M.P.)

Email: mphc@nic.in

Phone: 0761-2623358

BIDDING PROCEDURE

The prescribed tender document consisting of (i) Technical Bid along with Earnest money deposit of Rs. 25,000/- and (ii) Financial Bid, sealed in a single envelope, superscribing “***Bid for the supply and installation of EPABX System***” addressed to the “**Registrar General, High Court of M.P., Jabalpur**” must be submitted before due date and time.

The Bid shall be accompanied by a Demand Draft of Rs. 25,000/- (Rupees Twenty Five Thousand only) drawn in favour of “**Registrar General, High Court of M.P., Jabalpur**” towards the Earnest money deposit. Bids received without the draft or not fulfilling the prescribed conditions will be summarily rejected and decision of the Registrar General, High Court of M.P., Jabalpur in this regard shall be final and binding.

Authorized signature of the Tenderer with seal

Note:-

- 1. Offers received by Fax/Telex/email will be rejected.**
- 2. Incomplete offers are liable to be rejected.**
- 3. The Registrar General, High Court of M.P., Jabalpur will have full right to accept or reject any or all bids in part or full, at its absolute discretion without assigning any reason, whatsoever or any notice.**
- 4. If the date of tender submission / opening is declared as holiday then the tender shall be submitted / opened on next working day.**

CHAPTER-1

Instructions to Bidders

1. The tender document will form an integral part of the Contract to supply and installation of EPABX System and telephone instruments along with cabling / casing.
2. The tender document can also be directly downloaded from the website www.mphc.gov.in and Government tender portal www.tenders.gov.in . No editing, addition/deletion of the matter is permitted, If such action is observed at any stage, such tenders are liable for outright rejection.
3. Only enclosed formats as provided in original should be used. **All sheets need to be submitted after affixing seal of the Company and signature of the authorized signatory.** Additional sheets, duly authenticated, may be attached to elucidated specifications or clarify the specific issues.
4. The prescribed tender document consisting of (i) Technical Bid along with EMD and (ii) Financial Bid, sealed in a single envelope superscribing “**Bid for the supply and installation of EPABX System**”, submitted at Inward / Receipt Section of the High Court of Madhya Pradesh, Jabalpur, before due date and time”.
5. Tender document should be signed and stamped by the bidder on each page accepting the terms and conditions of the Tender.
6. Tenderer has to submit EMD of Rs. 25,000/- (Rupees Twenty Five Thousand only). Tenders received without EMD shall be summarily rejected. The EMD shall be refunded (without interest) after the execution of the contract. The earnest money shall be deposited by crossed Pay Order/Demand Draft in favour of Registrar General High Court of M.P.
7. The High Court of M.P. reserves the right to forfeit the EMD amount on non-acceptance/non-compliance of offer in full or

- part or if it is found that Tenderer has misrepresented in any way.
8. The items can be supplied by the manufacturer directly or through their authorized dealer/authorized channel partners/distributors/service providers. However, Letter of authorization from the manufacturer/parent company to be enclosed.
 9. The bidder shall quote the prices of goods including GST, all taxes, levies or other transportation charges. No price revision/alternative will be allowed after the receipt of the Bid.
 10. All prices and other information in this regard having a bearing on the price shall be written both in figures and words in the prescribed offer form.
 11. Any conditions/terms given in the bid by vendors shall not be binding on the High Court of M.P., Jabalpur. All the terms and conditions for the supply, delivery, payment, warranty, penalty, etc. will be as given herein and no change in any term or condition by the vendors will be acceptable.
 12. The firms should also submit a list of their clients/customers (with complete name, address of the firms and telephone no. of the contact person therein) along with the Bid.
 13. Canvassing in any form will be viewed seriously and if any Tenderer is found to be resorting to such practice, the Tender of such firm will be rejected.
 14. The bidder should quote only for the specific reputed brands/models giving details of make, brand, model number etc.
 15. The cost quoted should include the cost of software(if any) media, installation etc. at on site at Jabalpur and its Bench at Indore and Gwalior.
 16. Against vendor's compliance column in technical specifications, only **Yes/No**, as the case may be, should be mentioned.
 17. All columns of this bid should be filled. Any additional information should be enclosed separately and referred to in

- the relevant column of the bid form. All relevant product literature may be enclosed with the bid along with media, if any.
18. Alterations, if any, in the tender document should be attested properly duly signed by the authorized signatory after affixing seal by the vendor, failing which the tender may be rejected.

CHAPTER-2

CONDITIONS OF CONTRACT

1. Tenderer should have at least 3 years of experience in the sales, service and support of supply and installation of EPABX System. Performance statement as per annexure to be filled up and documentary proof of the same to be attached / enclosed.
2. The Tenderer should have minimum average turnover of Rupees 10 Lakh during last three financial years in the sales, services and support of supply and installation of EPABX System / Telephones.
3. Tenderer should enclose the list of **service engineers**.
4. EPABX System and Telephone instruments as per the specifications need to be delivered and installed in the High Court of M.P., Jabalpur and its Bench at Indore and Gwalior.
5. To assist the examination, evaluation and comparison of bids Registrar General, may at its discretion ask the bidder for clarification of its bid including price. Any of the vendors may be called for negotiations at the discretion of the Registrar General.
6. Tenderer should enclose copies of valid registration of VAT., PAN No. and GST Registration.
7. The EPABX System quoted should be of reputed make and should conform to the standard (s) mentioned in **Chapter-4**. Documentary proof of the same should be attached with the Tender.
8. In case of any discrepancy between the unit price and the total price, the unit price shall prevail and total price shall be corrected unless it is lower than the sum total of unit prices. If there is any variation between the amount written in figures and words, then the amount whichever is lower shall be taken into consideration.

9. Delivery and installation period: **Maximum four weeks** from the date of purchase order. The installation report should be signed by the Engineer of the Firm jointly with authorized technical staff of the High Court of M.P., Jabalpur.
10. Successful Tenderer will have to furnish the Contract Form and unconditional Bank Guarantee to the High Court of M.P., Jabalpur within 15 working days from the Date of issue of Purchase Order, failing which the purchase order will be cancelled and EMD shall be forfeited.
11. Successful Tenderer will have to adhere to the delivery schedule strictly. The Registrar General, High Court of M.P., Jabalpur reserves the right to cancel the purchase order and forfeit the EMD, if purchase order is not executed within the stipulated time and to place the order with the next successive bidder.
12. If the Bidder fails to deliver any or all of the equipment or to perform the services within the time period(s) as mentioned in tender document. Registrar General, High Court of Madhya Pradesh shall without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to the 1% of the contract price for every week (seven days) or part thereof of delay, up to maximum deduction of 10% of the contract price. Once the maximum is reached, Registrar General, High Court of Madhya Pradesh may consider termination of the contract
13. Payment term: 90% on successful and satisfactory installation certified by authorized representative of the High Court of M.P., Jabalpur. Balance 10% will be released against the submission of unconditional Bank Guarantee from a nationalized/scheduled bank towards due performance of warranty.
14. The supplier's request for payment shall be made in writing accompanied by relevant document such as proper invoice and

successful installation reports duly signed by Authorized Officer of the High Court of M.P., Jabalpur.

15. The rates quoted by the vendor shall be valid for the period of one year from the date of opening of bids.

16. Warranty:-

- (a) The EPABX System should be under 1 (One) years free **on-site comprehensive warranty support and service** from the date of installation or 12 months free warranty support service from the date of delivery of the systems at site, whichever is earlier, including free provision of spare parts, kits as and when necessary.
- (b) If the EPABX System remains down beyond 48 hours, the successful Firm will be required to provide a stand-by of the same or higher configuration, failing which the High Court of M.P., Jabalpur will arrange for the EPABX System on rental basis at the rate decided by the Registrar General, High Court of M.P., Jabalpur, which shall be final and binding, and the cost thereof shall be adjusted against the Security Deposit/Bank Guarantee.
- (c) Warranty period begins from the date of satisfactory installation and commissioning at location certified by the authorized representative of the High Court of M.P., Jabalpur.
- (d) If the EPABX system is down beyond 48 hours, penalty at the rate of Rs. 200/- (Rupees Two Hundred only) per day will be charged.
- (e) Supplier shall visit each site at least once in every six months to carryout preventive maintenance and fine-tune the performance of the EPABX System besides regular service calls during the warranty period. Vendor has to submit the Preventive Maintenance Report duly signed by

the user at the end of each year during the Warranty Period. Failing which suitable penalty would be charged the Bank Guarantee.

- (f) On completion of the Warranty period, the Security Deposit / Bank Guarantee without any interest accrued shall be released after satisfying that proper free warranty support has been provided during warranty period of 01 years for the machine items. If considered necessary, suitable amount of penalty shall be recovered from the Vendor out of their due payments or from their Security Deposit or by raising claims, while releasing the Security Deposit.
- 17. Security Deposit (SD): SD will be 10% of purchase order value. The security deposit can be in form of unconditional Bank Guarantee of nationalized bank/scheduled bank for a period of comprehensive warranty.
- 18. The Registrar General, High Court of M.P., Jabalpur reserve the Right to accept or reject any offers without assigning any reason thereof, and to amend the terms and conditions before award of the contract.
- 19. The supplier has to provide training on installation, operation and maintenance of EPABX System to the officials nominated by the Registrar General, High Court of M.P., at Jabalpur.
- 20. Any disputes arising out of this tender will be under the jurisdiction of court of Jabalpur only.

CHAPTER-3
Performance Statement

Performa for performance statement for period of last three year.

Order placed by (Full address of the purchaser)	Order number and date (Attach a copy)	Description and quantity of ordered equipment	Value of order	Date of completion of delivery	Remark, indicating reasons for late delivery, if any	Has the EPABX system been satisfactorily working

Signature and seal of the bidder

CHAPTER-4

Technical Bid

EPABX System should be quoted with:

- (i) One -years comprehensive Onsite Warranty with technical support.
- (ii) All the necessary and required cables and accessories.

1. Minimum Specifications of EPABX system with minimum 8 ports:-

S. No.	Minimum Specification	Technical compliance Yes / No
1.	Minimum number of ports should be 8	
2.	Redial facility	
3.	Call Transfer facility	
4.	Call waiting facility	
5.	Do Not Disturb facility	
6.	Minimum Features: Automatic gain adjustment, Automatic line check, Dynamic jitter buffer, Packet loss compensation, Programmable external line call duration, line support, Call transfer facility, Least cost routing (LCR) system, Auto attendant facility	
7.	Mount: Desktop / Wall	
8.	Additional features (If any)	

2. Key Phone Specification (Telephone Instrument with CLI) :-

S. No.	Specification	Technical compliance Yes / No
1.	Key Phone should have 2 x 20 Characters with Liquid Crystal Display	
2.	Dual mode programmable keys with dual color indication.	
3.	Menu driven Key Phone	
4.	Auto redial facility for outgoing calls and auto answer of all incoming calls.	
5.	Name and number display of calling party.	
6.	Computer Telephony Integration	
7.	Phone book	

Note:- The vendor should provide one year onsite support comprehensive and warranty for the quoted product. Any upgrades and updates available during the 01 year shall be made available at no extra cost to the said product.

**STATEMENT OF DEVIATIONS FROM TECHNICAL
SPECIFICATIONS**

(Please submit separate sheet for each annexure)

Equipment offered:- Make: _____

Model: _____

LINE ITEM	DESCRIPTION OF ITEM SPECIFICATION WHERE DEVIATING	DEVIATION IN THE OFFER	BRIEF REASON FOR THE DEVIATION

Note: Deviations on the lower side of technical specs will not be accepted

**Signature of the Bidder
Name
Date
Place**

Company Seal

Annexure-I

Techno-Commercial Bid

S.No.	Description	Indicate also page number where attached
1.	Name, address & telephone number of the agency/firm	
2.	Name, designation, address & telephone number of authorized person	
3.	Please specify as to whether Tenderer is sole Proprietor/Partnership Firm/Private or Limited Company.	
4.	Name, address & telephone number of Directors/Partners, Fax No., e-mail address.	
5.	Copy of PAN Card issued by Income Tax Department and Copy of previous 3 Financial Year's Income Tax Return.	
6.	GST No. , TIN No. (please enclose copy)	
7.	Original equipment Manufacturer (OEM) certificate / letter to sale the product	
8.	Experience details of 3 years in providing services in Central Government/State Government/Public Sector Undertakings/Autonomous Bodies./ reputed private sector	
9.	Tenderer should have average turnover of minimum <u>Rupees Ten Lakh during last three years in the sales, service and support of EPABX System</u> Certificate of CA / Auditor along with documentary proof to be enclosed.	
10.	Details of Bid Security/Earnest Money Deposit: a) Amount: b) Demand Draft/Pay Order / Banker / Bank Guarantee details:- c) Date of issue:- d) Name of issuing Bank:	
11.	Product Brochure	

Declaration by the Bidder:

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained in the tender document and undertake myself/ourselves to strictly abide by them.

Signature of the Tenderer with Seal

ANNEXURE-II

BIDDER'S ANNUAL TURNOVER

_____ (Location)

_____ (Date)

From (Name & Address of the Statutory Auditor)

To,
The Registrar General,
High Court of Madhya Pradesh,
Jabalpur

Ref.: _____

Sir,

We hereby certify that the average annual turnover of M/s.
_____ (name of the bidder) is not less than Rs. 10
Lakh (Ten Lakh Only) during the last three financial years.

SI No.	Firm	Year - 1	Year - 2	Year - 3
		Amount	Amount	Amount
1				

**Yours Sincerely,
(Signature of Auditor)**

Name of the Auditor:

Seal:

CHAPTER – 5
Financial Bid (Price Schedule)

Prices should be quoted in Indian Rupees inclusive of all taxes, installation charges, freight, GST etc.

Price should be quoted with 01 years onsite comprehensive warranty and support and should be on-site at High Court of M.P., Jabalpur.

Name of the Bidder:

Specify Make:

Model:

S No	Item Description	Unit Price (Rs.)	GST (Rs.)	Any other taxes/duty/levies (Rs.) as applicable	Total Number of EPABX system/ Telephones	*Total cost of EPABX system.
	1	2	3	4	5	6 = 5x(2+3+4)
1	EPABX System with minimum 8 ports.				33	
2	Branded Secure telephone instruments with CLI				66	
3	Branded Secure telephone instruments without CLI				132	
4	Rosette boxes				200	
5	2 pair telephone cabling (ISI make) (The bidder has to quote the brands like Finolex, RR, Ploycab of 0.5mm or equivalent brand of reputed having 0.5 mm)				per meter rate	
6	PVC casing (ISI make)				per meter rate	

Total Bid Price in Rs. _____

In words _____

Signature of Bidder with seal _____

Name _____

Business address _____

Tel. No. & Mobile No. _____

Email : _____

Place :

Date:

Note: The number of EPABX system can be increased

CHAPTER-6
Contract Form

This AGREEMENT made the _____day of _____, 20____ between the Registrar General, High Court of M.P., Jabalpur (herein after called the Purchaser) and _____ (herein after called the supplier) _____ (Address)

WHEREAS the Purchaser is desirous _____ (Brief description of goods) and has accepted a bid by the supplier for the supply of those goods and services for the sum of _____ (Contract price in words and figures, herein after called the Contract Price)

Now this agreement witnesses as follows :

1. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz :
 - (a) The bid forms (Technical and financial) and the Price Schedule submitted by the bidder.
 - (b) The entire tender document.
 - (c) The Purchaser's notification of award.
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provisions of the goods and services and the remedying of defects therein, the Contract price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Brief particulars of the goods and services which shall be supplied / provided by the Supplier are as under.

S. No.	Brief Description of goods and services	Quantity to be supplied	Unit Price	Total Price	Delivery Terms

In witness whereof the parties hereto have caused this Agreement to be executed.

For and on behalf of supplier